

MONTANA BOARD OF HOUSING

CONTRACT # [insert contract #]

THIS CONTRACT is entered into by and between the Montana Board of Housing, (Board), whose address and phone number are 301 S. Park Avenue, Helena, MT 59620, (406) 841-2840 and **(insert name of contractor)**, (Contractor), whose address and phone number are **(insert address)** and **(insert phone number)**.

1. CONTRACT TERM

The term of this Contract shall commence upon contract execution and shall continue for so long as Contractor shall be or remain as Trustee or Successor Trustee under any of the following Trust Indentures, including any future amendments or supplements thereto: (1) Trust Indenture XI dated December 1, 2009, (2) Trust Indenture SF I dated March 10, 1977, (3) Trust Indenture dated August 16, 1979, (4) any Single Family Trust Indenture hereafter entered into by the Board; or (5) General Obligation Indenture of Trust (General Obligation Bonds), dated as of July 1, 2005 (collectively referred to as "Trust Indentures").

2. CONSIDERATION

In consideration of the professional services provided by Contractor as Bond Trustee, Contractor shall be paid according to the fee schedule specified in the Contractor's Proposal identified in Section 3. Contractor will be paid directly from bond proceeds and/or bond program revenues, as specified in the Trust Indentures, and will not be paid by the Board from State or public funds.

3. SERVICES

Contractor shall provide the services described in and according to the terms and conditions of the Trust Indentures, the Request for Proposals - Solicitation # **(insert solicitation number), as amended (the "RFP")**, and Contractor's Proposal submitted in response to the RFP ("Contractor's Proposal" or the "Proposal"). The Trust Indentures, the RFP, **and Contractor's Proposal** are specifically incorporated into this Contract by this reference and the representations made therein and the terms and conditions thereof are binding upon the Contractor. In the event of any conflict between or among the Trust Indentures, this Contract, the Proposal and/or the RFP, the documents shall control in the following order of precedence: (1) the Trust Indentures, (2) this Contract, (3) the Contractor's Proposal, and (4) the RFP.

4. ACCESS TO RECORDS

Contractor shall provide Board, Board staff, or the Board's or the State of Montana's authorized agents access to any records necessary to determine Contract compliance.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without Board's prior written consent. Contractor is responsible to Board for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and Board under this Contract.

6. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, State of Montana, or local laws, rules, regulations, and executive orders including but not limited to, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient

Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions.

7. DISABILITY ACCOMMODATIONS

Board does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

8. CONTRACT TERMINATION

Unless otherwise agreed by the parties in writing, this Contract shall expire and terminate automatically and without notice with respect to any Board Trust Indenture at such time as the Contractor ceases to be or remain as Trustee or Successor Trustee under such Board Trust Indenture. The parties' respective rights and obligations, if any, with respect to removal of Contractor as Trustee or Successor Trustee under any such Trust Indenture shall be governed by the terms of such Trust Indenture and the law applicable thereto, and this Contract does not and shall not be construed to expand or diminish any such rights or obligations.

9. EVENT OF CONTRACTOR BREACH – REMEDIES

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract: (1) products or services furnished fail to conform to any requirement; (2) failure to submit any report required by this Contract; (3) failure to perform or comply with any of the other terms and conditions of this Contract; or (4) voluntary or involuntary bankruptcy or receivership. Upon Contractor's material breach, Board may remove Contractor as Trustee or Successor Trustee under any Trust Indenture, if and as provided by the terms thereof, and, in addition, pursue any other remedy available at law or in equity. Provided, however, that the parties' respective rights and obligations, if any, with respect to breach of any obligations under the Trust Indentures and any remedies for such breach shall be governed by the terms of the respective Trust Indentures and the law applicable thereto, and this Contract does not and shall not be construed to expand or diminish any such rights or obligations.

10. LIAISONS AND SERVICE OF NOTICES

10.1 Contract Liaisons. All Contract management and coordination on Board's behalf must be through a single point of contact designated as Board's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between Board's liaison and Contractor's liaison.

_____ is Board's liaison
(Address):
(City, Board, ZIP):
Telephone:
Cell Phone:
Fax:
E-mail:

_____ is Contractor's liaison
(Address):
(City, Board, ZIP):
Telephone:
Cell Phone:
Fax:
E-mail:

10.2 Notifications. Board's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice

is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

10.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's Proposal shall perform the services provided for Board under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. Board reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. Board's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor from its obligations under this Contract. Board reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays in performance of the work.

11. MEETINGS

Contractor shall meet with Board's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and Board in the performance of their respective obligations, at no additional cost to the Board. Board may request the meetings as problems arise and such meetings will be coordinated by Board. Board shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted.

12. TRANSITION ASSISTANCE

If this Contract expires or is terminated, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Board or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Board shall pay Contractor for any resources utilized in performing such transition assistance at Contractor's then current and reasonable rates.

13. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

14. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

15. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

15.1 Contract. This Contract consists of **(insert number)** numbered pages, the Trust Indentures (including any future amendments or supplements thereto), the Contractor's Proposal and the RFP. In the event of any conflict between or among the Trust Indentures, this Contract, the Proposal and/or the RFP, the documents shall control in the following order of precedence: (1) the Trust Indentures, (2) this Contract, (3) the Contractor's Proposal, and (4) the RFP.

15.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

16. WAIVER

Board's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

17. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

BOARD OF HOUSING
Montana Department of Commerce
301 S. Park Ave
PO Box 200528
Helena, MT 59620-0528

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, Board, Zip)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)